



प्रेषक,

प्रमुख सचिव एवं आयुक्त,
वन एवं ग्राम्य विकास शाखा,
उत्तरांचल शासन.

सेवा में,

समस्त मुख्य विकास अधिकारी,
उत्तरांचल.

वन एवं ग्राम्य विकास

देहरादून : दिनांक जुलाई 19, 2001

विषय: उत्तरांचल के सभी जनपदों में बायफ केन्द्रों तथा पैरावेट केन्द्रों
(उपकेन्द्रों) के संचालन हेतु अनुबन्ध पत्र भरा जाना.

महोदय,

उत्तरांचल के सभी जनपदों में बायफ केन्द्रों के संचालन सम्बन्धी
शासन के निर्देश के क्रम में बायफ द्वारा सभी जनपदों में बायफ ए0आई0 केन्द्रों
तथा पैरावेट केन्द्रों (उपकेन्द्रों) के संचालन का निर्णय लिया जा चुका है.

इन केन्द्रों के संचालन हेतु बायफ द्वारा ए0आई0 केन्द्रों तथा पैरावेट
केन्द्रों के संचालन हेतु प्रस्तुत अलग-अलग दो अनुबन्ध की प्रतियां अनुमोदित
कर आपको इस आशय से प्रेषित की जा रही हैं कि कृपया इन केन्द्रों के
संचालन हेतु उपरोक्तानुसार एग्रीमेन्ट करवाकर त्वरित यथोचित कार्यवाही
मुनिश्चित कराई जाय.

सलग्नक— उपरोक्तानुसार दो अनुबन्ध प्रपत्र

ह0/ (डा. आर.एस. टोलिया)

प्रमुख सचिव एवं आयुक्त

संख्या 1118(i)/IX-XI/189-व.ग्रा.वि./बायफ/2001 तद दिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :

1. राज्य समन्वयक, बायफ, उत्तरांचल, शक्ति विहार, अघोईवाला-2, सहस्त्रधारा रोड, देहरादून
2. अपर मुख्य कार्यक्रम संयोजक, बायफ सर्किल कार्यालय, 128/187 बाई-1 ब्लॉक, किदवईनगर, कानपुर
3. वरिष्ठ उपाध्यक्ष, बायफ, 109 महावीर भवन, सी-2, कटमपुरा कामलेक्स, नई दिल्ली - 15
4. निदेशक, पशुपालन विभाग, उत्तरांचल तथा निदेशक, डेयरी विकास विभाग, उत्तरांचल को इस आशय से कि कृपया बायफ केन्द्रों को खोलने तथा संचालन में पूर्ण सहयोग कराना सुनिश्चित करें.
5. अपर सचिव, ग्राम्य विकास विभाग, उत्तरांचल शासन

ह०/ (डा.पी.एस. गुसाई)

अपर सचिव

AGREEMENT

This Agreement is made at Dehradun on this..... day of2001 between the Government of Uttaranchal (hereinafter referred to as "The State Government", which expression shall, unless exclude their successor and assigns) of the first part and "BAIF Development Research Foundation", a Public Charitable Trust registered under the Bombay Public Trust Act, 1950 and having its office at 134/1, Dr. Manabhai Desai Nagar, Warje, Pune-411 029 (hereinafter referred as "BAIF" which expression shall, unless exclude its successors and assigns) of the second part.

Whereas the State Government has identified various fields of development useful to the rural masses specially involving Cattle Development, with a view to provide gainful self employment to as many BPL Rural Households as possible in the different districts of State under the Swarnajayanti Gram Swarozgar Yojana (SGSY) and desires to expand cattle development services by involving "Paravets".

And whereas the "BAIF" has been carrying on the development programmes in various parts of the country including state of Uttaranchal for the last many years and has developed the expertise in improving the Cow and Buffalo progeny by providing facilities like Artificial Insemination Services, Animal Health Care & Advice, Training and extension Services etc. to the Cow/ Buffalo owners, which go a long way in making them capable of managing the crossbreed / improved-breed Cow/ Buffalo remuneratively and whereas the "BAIF" has agreed to support paravet livestock development centres in the districts listed in ANEXURE-I operated by Paravets duly trained by BAIF and whereas the parties here have agreed that BAIF shall support Paravet centres on the terms and conditions mentioned hereinafter.

Now therefore this agreement witnesseth as follows :

1. DEFINITION :

- i) **Paravet** : Paravet is a person selected and duly trained in artificial insemination services, livestock management, primary and preventive health care by BAIF or other institutions approved by Department of Animal Husbandry, Govt. of Uttaranchal and reoriented by BAIF for shorter duration as mentioned elsewhere in this agreement.
- ii) **Paravet Livestock Development Centre (PLDC)** : Means a centre established by the Paravet to carry out Cow/ Buffalo Development Programme as specified in Clause No. 2 in a radius of 8 Km., from its location with input supply, guidance and support of BAIF as mentioned hereinafter.

- iii) **Targets of the Centre** : The target of artificial insemination to be performed by Paravet for each centre during the period of agreement will be as per targets given in Annexure-II.
- iv) **Year** : Year means the completion of 12 months from the date of start of Paravet centre
 - a) First year means the completion of 12 months from the date of the start of the Paravet centre
 - b) Similarly "Second year", "Third year" etc, means completion of 12 months from the close of the first year, second year etc, respectively.
- v) **Yearly payments towards recurring cost** : means such amount per Paravet centre as agreed upon payable every year on achievement of specified targets and as per clause-6 mentioned hereinafter.
- v) **Non-recurring cost** : Non-operating cost is the one time cost paid for purchase of equipments, physical assets and expenses of non-recurring nature required for implementing the programme.

2. DUTIES OF PARAVET :

- a) To carry out programme promotion to spread the message for need and availability of seed quality breeding and other services at the centre.
- b) to carry out breeding services like artificial insemination services pregnancy diagnosis calving follow-up etc. and charge for these services to the farmers as per norm set in consultation with BAIF. This amount will be kept by paravet as his income :
- c) To perform other livestock support services like primary, preventive health care, deworming, castration etc. and charge to the farmer as per norms set in consultation with BAIF
- d) To perform other function relating to promotion of other related government or other schemes as agreed by BAIF.
- e) Submit progress report from time to time in the formats given by BAIF.
- f) To perform vaccination, deworming and other assistance to BPL families for which material will be supplied through BAIF by State Government Animal Husbandry Department, Dairy Development Department and DRDA, as the case may be, as per norms fixed in consultation with DRDA and BAIF.

3. DUTIES OF BAIF :

BAIF agrees to undertake following responsibilities to support "Paravet" in discharging his duties :

- i) To select "Paravets" from the already trained or new village youth as per norms given in Annexure-III
 - ii) To train selected "Paravets" for four months to new Paravets and for two months to Paravets already trained for the activities to be undertaken by Paravet to enable to deliver efficient services to the farmers.
 - iii) To supply liquid nitrogen semen to Paravet as per schedule every month at the rate it is charged to centres established and managed by BAIF.
 - iv) To help Paravet in procurement of other inputs like vaccines, dowermer, mineral mixture or other items required in discharging their functions at cost or made available through State Government / UCDF/ DRDA
 - v) To monitor performance and working of Paravet and guide them in carrying out their functions.
 - vi) To submit physical performance and other fields reports to concerned DRDA every month for verification records & perusal and also to the Director, Department of Animal Husbandry / Dairy Development Department for its information and guidance.
 - vii) To ensure implementation of breeding and other programmes as per breeding policy and technical programme laid down by Department of Animal Husbandry / Dairy Development Department.
 - viii) To promote an organization of Paravets in each district for sustainable services by charging Paravet in consultation with Paravets, for which BAIF will devise its own financial and operating guidelines.
 - ix) To pay stipend @ Rs. 750/- (Rupees seven hundred and fifty only) in 1st year, Rs. 500/- (Rupees five hundred only) in 2nd year and onward till 5th year from recurring cost received from DRDA.
 - x) Pay incentives to Paravet for the work done by him as and when received from DRDA/Department of Animal Husbandry/ Dairy Development Department, Govt. of Uttaranchal.
4. **PARAVET CATTLE DEVELOPMENT CENTRES :**
- i) That BAIF will get established paravet centres at the places to be decided in consultation with district level coordination committee within 6 months from the date of receipt of non-recurring cost as per clause 6a of this agreement.
 - ii) Finalize location of centres in consultation with district level coordination committee within 45 days signing of the agreement.

- iii) Review of performance of these centres will be done in district level review committee as referred to herein under clause-7.

5. ACHIEVEMENT OF ALL TARGETS :

- i) That each such centre established shall have targets of artificial inseminations as given in Annexure- II.
- ii) That BAIF agrees to get 75% cumulative targets of each centre and 100% of targets of district achieved.
- iii) In the event of any centre fails to show the take off of the programme during period of initial 24 months of working, such centres shall continue to operate as per terms and conditions mutually agreed or accounts settled in accordance with provision under clause - 6c.

6. PAYMENT TO BAIF :

That State Govt. agrees to pay to BAIF as hereunder

- a) Non-recurring costs :
That within sixty days of signing the agreement that State Govt. will release Rs. 99500/- (Rupees ninety nine thousand and five hundred only) for already trained Paravet and Rs. 110500/- (Rupees one lakh ten thousand and five hundred only) for newly selected Paravet as advance to enable BAIF to provide training, necessary equipment and to incur expenses of non-recurring nature as per details in Annexure-D. Payment under non-recurring costs shall not be refundable or equipments returned to the Govt.
- b) Recurring Cost :
 - i) First year recurring cost @ Rs. 45312/- (Rupees forty five thousand three hundred and twelve only) per centre shall be paid to BAIF at the end of third month of training of Paravet in case of newly selected Paravet and at the end of 1st month of training of already trained Paravet.
 - ii) Second year operating cost @ Rs. 46516/- (Rupees forty six thousand five hundred sixteen only) per centre shall be paid within two month of start of second year irrespective of achievement of targets of Paravet centres as 1st two years are take off period which varies from place to place. At the end of 2nd year of operating performance of non achiever shall be reviewed critically and decision on continuation or discontinuation or modification of terms and conditions of such centre shall be taken in last quarter of 2nd year by state level coordination committee constituted under clause-8.
 - iii) Third year recurring cost @ Rs. 50947. (Rupees Fifty

- thousand nine hundred and forty seven only) per Paravet centre shall be paid on achievement of 75% targets of each centre and 90% of projected cumulative performance of the district upto 2nd year of operation for the centres decided to be continued under the agreement.
- iv) Fourth year payment @ Rs. 56182/- (Rupees fifty six thousand one hundred and eighty two only) per Paravet centre shall be paid to BAIF on achievement of 75% target of each centre and 90% targets of the district upto 3rd year of operation of the centre.
 - v) Fifth year payment Rs. 61700/- (Rupees sixty one thousand and seven hundred only) per Paravet centre shall be paid on achievement of 75% target of each centre and 100% of cumulative target achievement upto 4th year of operation.
- c. This being new approach to cattle development, where Paravet are supported by BAIF and BAIF does not have right to appoint its own employee to achieve the targets, it is therefore agreed that in the event of Paravet decides to leave the centre or stops, working during the course of implementation, BAIF will not be held responsible for the remaining period and accounts settled on prorata basis for operation cost and equipments given to Paravet returned to DRDA in the condition received from Paravet.
 - d. In the event of extension of period of the project beyond 5 years escalation @ thereafter on the immediate preceding year recurring cost and replace equipments given to BAIF and rendered non-usable during the course of implementation.
 - e. On the basis of report submitted on castration done by Paravets, calves born through AI done by Paravets etc by BAIF and on the recommendation of DLCC, incentives shall be released by DRDA to BAIF for annual payment to Paravet as government guidelines.
 - i) Incentive at the rate of Rs. 25/- (Rupees twenty-five only) per castration and maximum incentives will not exceed 100 castration in a year per Paravet.
 - ii) Incentive @ Rs. 50/- (Rupees Fifty only) per calf born (male/female) through AI done by Paravet.
 - f. The payment of operating costs due for release from time to time on the basis of achievement of fixed targets shall be paid only after the District Level Coordination Committee certifies that the requisite targets have been achieved and the operation of the centre is satisfactory. In the event of DLCC meeting is delayed beyond

- 45 days of submission of report by BAIF, payments shall be released provisionally to be ratified later by DLCC.
- g. Any other costs for additional activities mutually agreed to by the State Govt. and BAIF.
- h. Fee charged by Paravet from the farmers shall be retained by Paravet and not deposited in DRDA or Govt. and Paravet shall pay a portion of it to BAIF for formation of an organization of Paravets as may be agreed to between Paravet and BAIF.
- i. BAIF is authorized to recover dues receivable from Paravet from the stipend or any other dues payable to Paravet.

7. DISTRICT LEVEL COORDINATION COMMITTEE :

The committee constituted vide order No. 248/IV/(IX)/V. Gr. VI/BAIF/2001 dated 21.3.2001 of Govt. of Uttaranchal to review BAIF cattle development programme will also periodically review the progress. The Committee shall also recommend release of the yearly installments to the District Rural Development Agency on the review of performance of each centre. The Committee shall also verify / get verified to its satisfaction the claim of achieving the percentage targets fixed for the beneficiaries for releasing the installments every year as per clause 5(b) above.

8. THE STATE LEVEL COORDINATION COMMITTEE :

The committee constituted vide order No. 248/IV/(IX)/V Gr. VI/BAIF/2001 dated 21.3.2001 of Govt. of Uttaranchal to review BAIF cattle development programme will also periodically review the progress and will suggest measures for improvement.

9. MODE OF RECOVERY :

That without prejudice to other remedies the State Government may on the certificate of the Secretary to the Government of Uttaranchal, (Rural Development Department) which shall be final conclusive and binding, recover from BAIF all the dues/ outstanding/damages here under as arrears of land revenue.

10. SERVICE OF NOTICE :

That any demand for payment to be made or notice required to be given to the BAIF shall be sufficiently made or given, if sent by the State Government, through the post by Registered letter, addressed to BAIF at its above mentioned address and that any demand or notice so sent shall be presumed to have been delivered in the usual course of post.

11. That the BAIF shall not stop operation of centres for want to release of the operating costs if held back on account of non-achievement of the targets as per clause 6 herein above. In case, payment when due is not released by the District Rural Development Agency within three months of the due date of payment, BAIF will be entitled to stop operation of centre after expiry of a further period of one month.
12. That BAIF shall submit centrewise monthly reports by the end of next month to, Project Director, District Rural Development Agency concerned regarding
 - i)
 - a) Numbers of artificial inseminations done.
 - b) The number of successful conceptions reported
 - c) The number of births in the preceding month and the sex of the new born calves
 - ii) Details of vaccination, deworming and castration done.
13.
 - i) That in the event of delay in operating the centres within the stipulated period of 8 months from the date of receipt of payment under clause 6, BAIF will pay to the District Rural Development Agency an interest @ 12% p.a. on unspent amount from advance by DRDA to the BAIF from the date of its payment till the date of the start of the centre in case of reasonable grounds for delay in starting the centres, BAIF may refer the case to the State Level Coordination Committee whose decision will be final and binding.
 - ii) That if BAIF fails to start a centre within 12 months of the receipt of the fixed cost (advance) from the District Rural Development Agency, it shall refund unspent amount to District Rural Development Agency within 3 months of the receipt of a notice by it from the District Rural Development Agency, the entire money paid by the BAIF with interest at the rate of 12% p.a. from the date of receipt of amount by BAIF till the date of its refund by it.
 - iii) That the BAIF shall utilize the funds only for the specific purpose as per the agreement.
14. That in the event of BAIF discontinuing the service or is disabled from performing the contract, the State Government can continue the work entrusted to BAIF and the accounts will be settled by the BAIF with the State Government within a period of three months and any dues recoverable from the BAIF on settlement of the accounts shall be recoverable as arrears of land revenue.

15. That the parties hereby agree that the stipulations contained in the agreement shall be liable to such modifications as the parties may mutually agree to from time to time, with the prior permission of the Government.
16. That the State Government may terminate this agreement by giving six months' prior notice in writing to the BAIF in which event BAIF shall settle the account within six months thereafter and shall refund or receive the balance of advance taken for recurring expenses, if any.
17. **ARBITRATION :** Every dispute, difference of opinion which may at any time arise between the parties here to or any person claiming under them, touching or arising out of or in respect of this deed or the subject matter thereof (the decision whereof has not been specifically provided herein above) shall be referred to the arbitration of Principal Secretary, Rural Development Department, Govt. of Uttaranchal, Dehradun. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant or a member of the Coordination Committee referred to above or that he had to deal with the matters to which the contract relates and that in the course of his duties in the aforesaid capacities he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor in office shall enter upon the reference and he shall be entitled to proceed with the reference from the stage it was left by his predecessor. In all cases where the amount of claim in dispute is Rs. 50,000/- (Rupees fifty thousand only) and above the arbitrator shall give reasons for award. It is a term of the contract that the party involving the arbitration shall specify the dispute or disputes to be referred to arbitration together with the amount or amount claimed in respect of each such dispute. Subject as aforesaid the provision of the arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

That it is hereby expressed understood by the parties to these presents that the State Government is sponsoring the Paravet centres for cattle development programme only for the welfare of the beneficiaries of the State and the BAIF, the operating agency, has accepted the work specified in this agreement at the invitation of the State Government to fulfil the said desire

and that the B AIF is rendering the services purely as a voluntary efforts and not as a commercial propositions to earn any profits

In witness whereof, the parties to this agreement have set below their respective hands and seals the day and the year first herein above mentioned

C. D. O cum Executive Director
District Rural Development Agency
For and on behalf of State Govt.

(Signed, Sealed and delivered
by party of the first part)

Ramesh Rawal
Sr. Vice President, B AIF, New Delhi
For and on behalf of B AIF
Development Research Foundation
(Signed, Sealed and delivered
by party of the first part)

In the presence of (Signature name
and address)

1 _____
2 _____

In the presence of (Signature name
and address)

1 _____
2 _____

Annexure - I

List of places in the district(s) where Paravet Livestock Development centres are to be established :-

District	Block	Name of PLDC
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Annexure - II*

Targets of one Paravet centre (No. of artificial insemination (A.I.) services performed)

Year	No. of A.I.'s
Year 1	100
Year 2	125
Year 3	150
Year 4	200
Year 5	250
Total	825

*This may vary from place to place depending on breedable animal population, waterways and milk marketing outlet etc on prorata basis

Annexure - III

Notes for selection of village youth as Paravet

1. He should be minimum 10th pass. Preferably Inter Science, however in case of old Paravets minimum 8th pass shall also be considered
2. He should be resident of Paravet centres operational areas
3. He should have aptitude for livestock production services
4. He should be between 20 to 35 years of age
5. Preferably he should belong to BPL families

Annexure - IV

Data Is of Non-recurring and Recurring expenditure for One Paravet Centre
a. Non-recurring

Particulars	Amounts for existing centres (Rs.)	Amounts for new centres (Rs.)
Equipments L.N2 containers, castrators, Al Gun's etc	50000	* 50000
Motorcycle, Raincoat, Wax, Disinfectant, Accessories	38000	38000
Revolving Fund for inputs	5000	5000
Training expenses lodging, boarding, travel for 20 avets (4 months)	5000	5000
Expenditure on survey work	1500	2500
Total	99500	110500

b. Recurring cost per year

	YEAR					Total
	I	I	II	IV	V	
Spend Fixed	2000	6000	6000	6000	6000	33000
L.N2 Rs 18000/Ht 18 acre/month	7562	8316	8347	13002	13008	46155
L.N2 transport by head Load Rs 1250 per month	1500	1500	1500	1500	1500	7500
Cost of Sener	3000	4000	5000	6000	7000	25000
Monitoring and input Support to BAIF including programme pro not or	20000	22000	24200	2862	20282	122102
Medicines for castrations Rs 25 per castration with 10 castrations a year	2500	2500	2500	2500	2500	12500
Medicines on calf born Rs 500 per calf for 35-44 and 57 calves a year 1st, 2nd, 3rd, 4th & 5th year approx 4% of 4500 of calf born a	17500	17500	17500	17500	17500	87500
Total	45312	46516	46917	56182	61720	26065

AGREEMENT

This Agreement is made at Dehradun on this day of _____ corresponding to Saka Samvat the _____ day of _____ 2044, between District Rural Development Agency _____, an authority duly constituted by the Government of Uttaranchal under Societies Registration Act _____, having its head office at _____ district _____ hereinafter referred to as the D R D A which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the first part AND (2) the B A I F Development Research Foundation a Public Trust registered under the Bombay Public Trust Act _____ having its office at B A I F Bawani 134 Dr Manojlal Desai Nagar Wagle-Mawadi Pune-4 _____ 29 hereinafter referred as the B A I F which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the second part AND (3) the Government of Uttaranchal (hereinafter referred to as the 'State Government') of the third part

Whereas the State Government has decided to take up an integrated Cattle Development Programme in the State of Uttaranchal and has decided to sponsor the said programme through District Rural Development Agencies in the State

AND WHEREAS the B A I F has been carrying on its development programmes at various places in India for the last thirty years and has developed expertise in improving the cattle property by providing facilities like artificial insemination services etc. to the Cattle-owners which will go a long way in making them capable of managing cross-breed cows remuneratively

AND WHEREAS the State Government desires to entrust the work of cattle-cross breeding hereinafter called the Project to the B A I F and the B A I F has agreed to establish and operate _____ Cattle Development Centres hereinafter called the Centres at the places as specified in an Annexure I on the terms and conditions set out hereunder

Now, therefore, this agreement witnesses and the parties hereto hereby agree as follows :-

1 OPERATION OF THE PROJECT :

The Project will be operated jointly by the Rural Development Department of the State Government, D R D A and B A I F

2 COMMENCEMENT OF THE PROJECT :

The date of commencement of the project shall be the date of execution of the agreement

DURATION OF THE PROJECT :

This agreement shall be valid initially for six years with effect from date of execution and shall be deemed to be automatically extended for another five years with effect from the date of its expiry on the same terms and conditions as are herein contained if Swarnajayanti Gram Swarozgar Yojana shall continue during the next five year plan period.

CATTLE DEVELOPMENT CENTRES :-

The D R D A will sponsor and BAIF will establish and operate centres in the _____ district for the period mentioned in clause 3 hereof above according to the following phased programme

PAYMENT TO BAIF :

The D R D A shall pay for the aforesaid purpose to BAIF

- (a) A sum of Rs _____ (Rupees _____ only) i.e. Rs 1,10,00,000 (Rupees one lakh and ten thousand only) per centre as fixed cost (which will cover non-recurring expenditure on the establishment of the centre e.g. purchase of motorcycles, furniture, cryogenic equipments etc and the technical and extension materials) within sixty days of the execution of this agreement for starting centres
- (b) A sum of Rs _____ (Rupees _____ only) per year i.e. Rs 22,000 per centre per year as cost of operating centres for the period mentioned in clause 3 hereof above
- (c) Yearly operating cost of second year and onwards specified in para (b) hereof above shall be paid with escalation of 5% on the preceding year operating cost
- (d) The annual operating cost specified in paras (b) & (c) hereof above shall be paid in two equal half-yearly instalments subject to achievement by the BAIF of the following operational norms based on the targets of conceptions set out for the centres of the two performance classes as specified in Annexure II annexed hereto:
 - (i) First half yearly instalment i.e. 50% of above mentioned annual operating cost of _____ centres shall be paid along with non-recurring expenditure as mentioned hereinaabove in clause 5-a
 - (ii) and the remaining 50% annual operating cost in respect of the above centres will be paid after achievement of 40% of the performance targets fixed for the first year for all the centres in the district
 - (iii) Yearly operating cost for second year and onwards will be released by D R D A only if BAIF achieves at least 75%

of the projected cumulative targets for the district as duly certified by the District Level Review Committee constituted under clause 6 hereinafter. That means for the release of second year's operating cost the BAIF has to achieve 75% of the 1st year target in the district for release of third year's operating cost the BAIF has to achieve 75% of the first and second years cumulative target in the district for release of fourth year's operating cost BAIF has to achieve 75% of the 1st, 2nd and 3rd year's cumulative targets of the district and further in the same manner for release of subsequent year's operating cost. However, BAIF will continue to operate centres in the state till 75% cumulative targets of the state achieved. State targets shall be the cumulative target and cumulative achievement of all the centres in the state at a particular time at end of period of operation of a centre/centres.

- (iv) The payment of instalment of operating cost which are to be paid on the basis of achievement of fixed targets shall be paid only after the District Level Review Committee, constituted under clause 6 hereinafter certifies that the requisite targets have been achieved and all other instalments shall be paid after the said Review Committee certifies that the operation of centre is satisfactory.
- (v) The pooled achievement of targets in respect of all the centres in the district and the state as the case may be shall be taken into account in assessing the percentage of target achievement.
- (c) Pay Rs. 35/- (Rupees thirty three only) per concept or reported towards cost of semen including wastage of semen at the end of operating year of the centre and cost of semen shall be reviewed from time to time.

4. DISTRICT LEVEL REVIEW COMMITTEE.

4.1 The District Level Review Committee shall consist of the following members :

- | | |
|--|----------------------------------|
| — C.D.O. District | Chairman (Ex-Officio) |
| — Project Director, D.R.D.A.
district | Member-Secretary
(Ex-Officio) |
| — Chief Veterinary Officer
district | Member (Ex-Officio) |
| 15. Three representatives of Beneficiaries
including one woman representative | Nominated members |

(nominated by Director, Dairy Development Department)

- v One representative of District Milk Union Member
 - vi Two representative of BAIF Members
- 6.2 The District Level Review Committee shall meet once in every quarter or earlier if deemed necessary.
- 6.3 The District Level Review Committee shall -
- a) Review the standard of performance of the centres and achievement of targets fixed for the district and recommend release of operating cost and semen cost as mentioned in clause 5 (d) (i) & 5 (e) hereinabove
 - (b) Consider proposals regarding change in location of the centres
 - (c) Consider reclassification of centres on the basis of past performance and future expectations
 - (d) Consider identification of tractors of concept in with the same class viz A and B
 - (e) Consider amounts of major repairs and replacement of equipments supplied at the centres belonging to the D R D A and make suitable recommendations to the D R D A for release of funds for that purpose
- 6.4 The District Level Review Committee shall advise the D R D A to hold back the payment of next advance instalment of the operating cost of all the centres in the district if the pooled achievement of the target for all the centres in the district falls below the targets of funds mentioned under clause 5 (b) above or to release fixed for the district for release the hold-back payment when it is satisfied that the stipulated targets have been achieved by the BAIF
- 6.5 The District Level Review Committee shall forward details of discussions, decisions taken and points of differences, if any to the State Level Review Committee constituted under Clause 7 hereof for its information and its decision on the points of differences

STATE LEVEL REVIEW COMMITTEE :

- 7.1 The State Level Review Committee shall consist of the following members :-
- 1. Principal Secretary, Deptt. of Forest & RD Govt. of Uttaranchal Chairman Ex-Officio
 - 2. Secretary, Finance Planning Department Government of Uttaranchal or his Member Ex-officio

nominee not below the rank of
Joint Secretary

- | | | |
|---|--|----------------------------------|
| 3 | Secretary Additional Secretary
Rural Development Department
Government of Uttaranchal | Member Secretary
(Ex-officio) |
| 4 | Secretary Additional Secretary AH
Dairy Development Department
Government of Uttaranchal | Member (Ex-Officio) |
| 5 | Director Dairy Development
Govt of Uttaranchal | Member (Ex-Officio) |
| 6 | Director Animal Husbandry
Department Government of
Uttaranchal | Member (Ex-Officio) |
| 7 | Chief Development Officers | Member (Ex-Officio) |
| 8 | Three nominees of BAIF | |

7.2 The State Level Review Committee shall meet once in every six months or earlier if deemed necessary by it

7.3 The State Level Review Committee shall

- a) Review the standard of performance of the centres and achievement of targets fixed for them
- b) Consider minutes of the meeting of the District Level Review Committee and give its decision on the points of differences like change of location of centre etc. if any brought to its notice by the District Level Review Committee
- c) Consider the request of the BAIF or the D R D A to modify, alter, vary, reduce or increase the yearly operating cost of the centres due to escalation or reduction in prices, etc.
- d) Consider any other matter related to implementation of the project

8 DUTIES OF THE BAIF -

The BAIF will render and provide services as specified in Annexure-III annexed hereto in the manner contained therein subject to the following terms and conditions

8.1 The BAIF:

- a) Shall start operating the _____ centres of _____ district within _____ months from the date of execution of this agreement
- b) Shall operate each of the aforesaid _____ centres for a continuous period of _____ or _____ years (as per duration of the project from respective take off dates and achieve the concept on targets as set out in Annexure II)
- c) Shall stop the operation of centres for want of release of operating funds held back on account of non-achievement of

- the targets as stipulated in clause 6 (4) or elsewhere. A large payment when due is not released by the D R D A within three months of the due date the B A I F shall be entitled to stop operations after expiry of a period of six months.
- d. Shall submit a monthly report by the 7th day of each month to the D R D A _____ district and the Member Secretary of the State Level Review Committee regarding the number of conceptions and also birth of crossbred calves of the two sexes of the 4 centres during the preceding month.
 - (e) Shall maintain and submit at yearly intervals an account of operating cost to the State Level Review Committee to enable it to examine and make a recommendation to the government approve for modification of the amount of operating cost, if necessary.
 - f) Shall maintain and submit to the District Level Review Committee at six monthly intervals an account of major repairs and replacements of equipment at the centres belonging to the State Government to enable the District Level Review Committee to examine and verify the said accounts and make suitable recommendations to the D R D A for release of funds for the purpose.
 - g. B A I F shall take possession of dead stock items recommended for replacement or at the end of project at book value as per Govt. orders and thereafter its amount is paid direct to Govt.
 - (h) In the event of delay in starting the _____ centres mentioned sub-clause (a) and (b) above within the stipulated period, the B A I F will pay to D R D A interest at the rate of twelve percent per annum on the amounts paid by the D R D A to the B A I F from the date of its payment to it till the date the centres are put into operation.
 - (i) If B A I F fails to start the centre within twelve months of the receipt of the fixed cost from the D R D A it shall refund to the D R D A within three months of the receipt of notice by it from the D R D A or the B A I F along with interest thereon at the rate of twelve percent per annum from the date of receipt of amount by the B A I F till the date of its refund by it to the D R D A.

ENLARGEMENT OF SCOPE OF DEVELOPMENT ACTIVITY

If the State Government so requires the B A I F shall also be free of cost to accept proposal on Buffalo breed or preventive activity on extension of cultivation of fodder production, soda forest, water, swamp pasture, horticulture, watershed and bio-gas plants to enlarge the scope of development activity around the cattle development centres.

12. DETERMINATION OF AGREEMENT

The State Government or the D R D A may determine this agreement by giving six months prior notice in writing to the B A F. When ever the B A F shall refund the balance amount of operating cost and hand over without any compensation all the assets and equipments and all these centre to the D R D A or nominee of the State Government or any officer duly authorized by the State Government in this behalf.

13. EXECUTION OF THE AGREEMENT

This agreement is executed in duplicate on stamp paper the original of which will be kept with the B A F and the duplicate will be kept with the D R D A.

14. MODE OF RECOVERY

Without prejudice to other remedies the State Government or the certificate of Principal Secretary to the Government of Uttaranchal in Rural Development Department which shall be final, conclusive and binding on the B A F recover from the B A F all dues outstanding damages hereunder as arrears of land revenue.

15. SERVICE OF NOTICE

Any demand for payment to be made upon or notice required to be given to the B A F shall be served in duplicate or given in person by the State Government through the post by registered letter addressed to the B A F at its place of business and that any demand for notice sent by post in either case shall be presumed to have been delivered in the usual course of post.

16. ARBITRATION

Every dispute, difference or question arising out of or in connection with this agreement between the parties hereto or any person claiming under them shall be referred to the arbitration of the Principal Secretary to the Government of Uttaranchal in Rural Development Department. If the decision of the Principal Secretary is not specifically provided herein above shall be referred to the arbitration of Principal Secretary, Department of Forest and Rural Development, Government of Uttaranchal. There will be no objection to any such appointment that the arbitrator may appear to be a Government servant or is the Chairman of the State Level Review Committee referred to above or that he is to deal with the matters in which the contract relates and that in the course of his duties in the foregoing and capacities he had expressed views or opinions of the matter in dispute or difference. In the event of the arbitrator

whom the matter is originally referred being transferred or vacating his office, his successor in-office shall enter upon the reference and he shall be entitled to proceed with the reference from the stage it was left by his predecessor. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty thousand) and above the arbitrator shall give reasons for a ward.

It is a term of the contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of each such dispute. Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings.

15. STAMP DUTY

It is hereby further agreed between the parties hereto that the stamp duty in respect of this deed shall be borne by the BAIF.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day and the year first mentioned hereinabove in the presence of witnesses.

Signed by

Signed by

For and on behalf of the
Governor of Uttranchal

For and on behalf of the
BAIF Development Research
Foundation, Warje Malwadi, Pune

In the presence of :

In the presence of :

1. _____

1. _____

Name & Address

Name & Address

2. _____

2. _____

Signed by :

For and on behalf of
District Rural Development Agency

In the presence of :

1. _____

Name & Address

2. _____

ANNEXURE - I

LOCATION OF CATTLE DEVELOPMENT CENTRES DISTRICT :

S.No.	BLOCK	LOCATION OF CENTRE
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ANNEXURE - II

Yearwise expected confirmed pregnancies to be achieved in two classes of centres :*

Category Centre	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year
New A Centre	50	125	225	350	400	450	500
New B Centre	30	70	120	170	220	260	300

Classification of Cattle Development Centres according to performance and the target of conception in cows.

S.No.	Block	Location of Centre	Category of Centre
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*These targets are based on 2000 breedable cattle population available in villages communicable by road in a radius of 10 km from the centres. In case breedable population is less than 2000, targets will be reduced proportionately/ proprata basis.

CROSS BREEDING OF CATTLE AND PREVENTIVE HEALTH CARE OPERATIONAL MECHANICS

(to be undertaken by the BAIF)

1. Cross breeding of cattle will be undertaken by using artificial insemination technology. It will involve use of ultra, frozen semen of high quality selected sires of exotic dairy breeds.
2. The AI services will be extended through BAIF Cattle Development Centres. Each centre will be staffed and equipped with the following:
 1. A qualified Veterinary graduate (or a person qualified in a related discipline, who has been adequately trained in cattle breeding and cattle management as and where need felt by BAIF.
 2. A small office for maintaining LN2, Frozen Semen, A.I. equipment, health care equipment, records etc.,
 3. LN2 and frozen semen containers.
 4. A Motorcycle.
3. The Officer-in-charge of the centre will undertake the following task and will extend artificial insemination and health cover services as detailed hereunder
 1. Regularly visit the villages within 10 to 12 kms. distance from the centre Head Quarter. During these visits the officer will contact the opinion leaders and will organize extension meetings / programmes.
 2. Visit the villages where a cow in heat has been reported and examine the cow. If the cow is found suitable, she will be inseminated artificially. All the inseminated cows will be identified by a cattle number.
 3. Undertake pregnancy diagnosis at appropriate time for confirming the pregnancy.
 4. Advise the cattle owners on cattle management, cattle health and fodder development during personal visits as well as through the extension meetings/programme.
 5. Assist the cattle owners as and when possible to establish contact with other agencies engaged in extending supporting services.
 6. Try to organize farmers Clubs in different centres for technology discussions.
4. The BAIF, through its State, Zonal and Regional Officers will extend all the necessary support to the officers I/C of the centres to discharge their duties efficiently. This support will involve :
 1. Regular supply of frozen semen and LN2.
 2. Adequate supply of extension materials and extension equipment.
 3. Technical guidance for tackling problem cases.
 4. Refresher training of officers in relevant disciplines.